

HEADS OF TERMS

DRAFT: December 2016

SUBJECT TO CONTRACT AND COUNCIL APPROVAL

Property	Barnet Museum, 31 Wood Street, Barnet, EN5 4BE
1. Landlord	The Mayor & Burgesses of The London Borough of Barnet, North London Business Park Oakleigh Road South London N11 1NP
2. Landlord's Solicitor	Legal Services to Barnet and Harrow Council Harrow Council PO Box 2 Civic Centre Station Road Harrow HA1 2UH (DX 30450 HARROW 3) For the attention of (legal office to be formally instructed following Councils approval).
3. Tenant	Barnet Museum Local History Society Barnet Museum 31 Wood Street Barnet EN5 4BE Telephone No: 020 8440 8066 Email: enquiries@barnetmuseum.co.uk Charity Reg No: 295950 The museum is now a Charitable Incorporated Organisation. Barnet Museum and Local History Society CIO Ref 1169214
4. Tenant's Solicitor	Horizon Law Highstone House, 165 High Street Barnet EN5 5SU For the attention of Mr Guy Wheatcroft LLB (Hons) Tel: 020 3348 3592 Fax: 020 8449 4436

5. The Property	Barnet Museum, as shown edged red on the attached plan
6. Surety/Rent Deposit	None
7. Term of Lease	125 years from (DATE TO BE AGREED)
8. Permitted Use	<p>The property shall be used in accordance with the General Classes User Order 1987, as amended from time to time. And shall not be varied without landlords consent such consent shall not be unreasonably withheld.</p> <p>To use the Property as a museum (D1 Use) with ancillary community use in line with the aims and objectives of the organisation's constitution, in the spirit of the agreed Declaration as set out at 23 below and in line with the following charitable purposes being:</p> <ol style="list-style-type: none"> 1. the advancement of community development; and 2. any other purpose currently recognised as being charitable or which can be recognised as charitable by analogy to those charitable purposes specified in the Charities Act or for any other purpose recognised as charitable under the Law of England and Wales as approved by the Landlord. <p>The Landlord shall within 5 days of written request be sent copies of all applications from the various applicants requesting to utilise and occupy parts of the Property together with the tenant's responses to such applications and any information reasonably requested by the Landlord to enable the Landlord to evaluate as to whether there has been a breach of any of the terms of the user and governance covenants in the lease.</p> <p>The Landlord's approval to the terms of agreements regulating the use and occupation by community groups from time to time shall be required to reflect the concessionary rent being applied at the commencement of the term.</p> <p>Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the lawful use of the Property for the purposes permitted above shall not be a breach.</p> <p>Not to use the Property for any illegal or immoral purpose.</p>
9. Insurance	The Landlord is to insure the Property for the usual insured risks which the Council insures against (in respect of the usual perils) and the Tenant is to reimburse the premiums so expended.
10. Statutory Obligations	<p>The tenant must comply with any/or Statutory Obligations and regulatory issues applicable in respect of running a property for community use.</p> <p>The Tenant will be obligated to observe the standard equality and diversity obligation as follows:</p>

	<p>(a) to perform its obligations under the lease (including those in relation to the provision of any arrangements or agreements with community users in accordance with:</p> <p>(i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);</p> <p>(ii) the Council's equality and diversity policy as provided to the Supplier from time to time; and</p> <p>(iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law; and</p> <p>(b) take all necessary steps , and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).</p> <p>The Tenant will be obligated to observe the Council's current rules relating to Health and Safety together with all applicable rules and regulations relating to such matters and make available to the Council its published health and safety policy within 5 days of request.</p>
<p>11. Maintenance and Repairs</p>	<p>The Tenant is to put and keep in good and substantial repair the building and grounds demised, save for the tenant shall not be required to put the property in to any greater state of repair or condition than evidenced by the schedule of condition attached to the lease.</p> <p>At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping , any areas which are unbuilt upon and other erections forming part of the Property) clean and tidy and keep in a state of good repair and to make good:</p> <ul style="list-style-type: none"> (a) any damage it causes to the Property and/or (b) any deterioration to the condition of the Property that may arise. <p>provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage;</p> <p>To notify the Landlord in writing immediately if any structural damage occurs to the Property.</p>
<p>12. Outgoings</p>	<p>The tenant is to be responsible for the payment of all outgoings</p>

	how so ever they may arise.		
13. Alterations	The Tenant shall not carry out any additions or alterations to the Property without landlord's consent, such consent not to be unreasonably withheld or delayed.		
14. Alienation	<p>Not to assign, underlet or part with or share possession or occupation, hold on trust or charge the whole or any part of the Property save as permitted by the terms of the lease. The holding on trust by the BMLHS will not be a breach of the terms of this covenant. The lease will provide for ad hoc occupation on the basis of an agreed form of occupational licence to be approved by the Council (approval not to be unreasonably withheld and/or delayed) and on the basis that no relationship of landlord and tenant is created and that no third party acquires 1954 Act rights.</p> <p>The Tenant shall be entitled to assign the Lease to a successor body with the consent of the Landlord such consent not to be unreasonably withheld or delayed.</p> <p>In the event of any breach regarding compliance the Landlord shall be able to forfeit the Lease.</p> <p>A breach shall arise where a decision made by the Charities Commission finds the Tenant in breach of any Charities Act requirements</p> <p>The Tenant shall notify the Landlord in the event that the Tenant wishes to change the legal status of its constitution.</p>		
15. Start date	TBA		
16. Break Clauses	None		
17. Landlord and Tenant Act	The tenancy to be excluded from sections 24 to 28 of the Landlord and Tenant Act 1954.		
18. Rent	per annum £ peppercorn	Rent free period: None	
19. Rent Reviews	Frequency: None		
20. Costs to be paid by tenant	Legal £ 1,500	Surveyors £ 750	Other £0
21. Other:	Any breach of the terms of this agreement must be notified to the tenant in written form and is to be remedied within 1 month, or such agreed reasonable time period otherwise the agreement will be terminated.		
Plan	Please see attached plan		
	<p>Governance:</p> <p>Grant of Lease conditional upon Council reviewing and being satisfied with the Charitable Purposes/Statement of its Charitable Objectives. Any change to those must be approved by Council</p>		

	and Charity Commission. On going compliance with Charities Act 2011 and Charity Commission Regulations.
22. Forfeiture:	Lease can be terminated inter alia if Tenant ceases to be a Charity or if the Tenant does anything which either directly or indirectly causes or is likely to cause the Council's reputation to be brought into disrepute and/or which in the opinion of the Council acting reasonably is contrary to the spirit of the Declaration.
23. Declaration:	The Lease will contain a declaration and acknowledgement that the primary objective in the parties entering into the lease is to actively promote the sense of community by the provision of museum facilities available to all engaged in that objective on a universal and un-discriminatory basis and that the parties will use all reasonable endeavours to fulfil and actively assist each other in achieving that objective of wider social/community benefit.

Notes:

1. Agreed terms will in due course be published on the Council's Website which is available for public viewing.
2. Other terms will be in accordance with the Council's standard form of lease, as reasonably required.

Terms agreed (signed).....on behalf of tenant

Date.....